

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**



**FAA PCT TRACON/ATCSCC
3699/3701 MACINTOSH DRIVE
WARRENTON, VA 20187**

REQUEST FOR OFFER NO: DTFAEN-11-RFQ-PCTPEST

PEST CONTROL SERVICES

**SITE VISIT SCHEDULED FOR
August 18, 2011 at 10:00 A.M.**

Coordinate on-site visit with:

Charlie Peppers

Phone: 540-349-7417

Fax: 540-349-7602

Email: charlie.peppers@faa.gov

**PROJECT: DTFAEN-11-RFQ-PCTPESTCONTROL CONTRACT FOR
PEST CONTROL SERVICE AT THE POTOMAC TRACON/ATCSCC
IN WARRENTON, VIRGINIA**

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****OFFERORS/QUOTERS SHALL COMPLETE AND RETURN COVER SHEET (SF-18), AS WELL AS**

QUOTATIONS BY 3:00 P.M. August 29, 2011. FAXED QUOTATIONS WILL BE

ACCEPTED, ATTN: CHARLIE PEPPERS AT FAX NO. (540) 349-7602, WITH HARD COPY TO

FOLLOW; OR MAIL TO:

DOT, FAA
3699 MacIntosh Drive
Warrenton, VA 20187
ATTN: Charlie Peppers, Contracting Officer

**A SITE VISIT WILL BE HELD ON THURSDAY, AUGUST 18, 2011 AT 10:00 A.M. ALL
PROSPECTIVE BIDDERS INTERESTED IN VISITING THE SITE MUST SUBMIT THEIR
COMPANY NAME AND INDIVIDUALS ATTENDING TO CHARLIE PEPPERS AT
charlie.peppers@faa.gov NO LATER THAN AUGUST 16, 2011. ALL PROSPECTIVE
BIDDERS MUST HAVE A VALID ID CARD TO GET INTO THE FACILITY.**

Potomac Consolidated TRACON
Air Traffic Control System Command Center
Warrenton, Virginia 20187
Pest Control Contract Specifications

REQUEST FOR QUOTATION		SET ASIDE IS <input type="checkbox"/> X IS NOT <input checked="" type="checkbox"/>	TYPE: 8a Certified SEDB		PAGE 1	OF PAGES 1
1. REQUEST NO. DTFAEA-11-RFQ- PCTPEST	2. DATE ISSUED 07/22/2011	3 REQUISITION/PURCHASE REQUEST NO. EA-11-		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	RATING	
5a. ISSUED BY Norfolk, VA D/S FAA AF/DS 82GC, Building 3046 NAS Oceana, FACSFC-VACAPES 601 Oceana Blvd, Virginia Beach, VA				6. DELIVER BY (Date) 30 September 2010		
5B. FOR INFORMATION CALL (NO COLLECT CALLS)				7. DELIVERY OTHER <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> (SEE SCHEDULE)		
NAME Charlie Peppers		TELEPHONE NUMBER AREA CODE 540 NUMBER 349-7417		9. DESTINATION a. NAME OF CONSIGNEE POTOMAC TRACON		
8. TO BE COMPLETED BY QUOTER:				b. STREET ADDRESS 3699 MACINTOSH DRIVE		
a. NAME		b. COMPANY		c. CITY WARRENTON		
c. STREET ADDRESS				d. STATE VA		
d. CITY		e. STATE		f. ZIP CODE 20187-3958		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) NLT 3:00 p.m., 08/29/2011		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
01.	PEST CONTROL SERVICE CONTRACT - CONTRACTOR WILL PERFORM PEST CONTROL SERVICES AT IAW SOW AT THE POTOMAC TRACON/ATCSCC LOCATED IN WARRENTON, VA. PRICE QUOTE IS TO INCLUDE DEPT OF LABOR WAGE DETERMINATION WD05-2103 DATED 6/15/201 SITE VISIT IS SCHEDULED FOR THURSDAY, AUGUST 18, 2011 AT 10:00 AM. (EST) THIS REQUIREMENT IS FOR A TIERED EVAL PROCESS. THIS SOLICITATION IS SUBJECT TO AVAILABILITY OF FUNDS	1	JOB			
12. DISCOUNT FOR PROMPT PAYMENT OFFERED		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER			
b. STREET ADDRESS						
c. COUNTY						
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER 3	

PART I – SECTION B

SUPPLIES/SERVICES & PRICE/COST

**SCHEDULE OF BID ITEMS
FOR**

Pest Control Service
Potomac TRACON/ATCSS
3699 MacIntosh Drive
3701 MacIntosh Drive
Warrenton, Virginia 20187

					MONTHLY PRICE	ANNUAL PRICE
Base Period:						
1 October 2011 - 30 September 2012	12	MO			\$ _____	\$ _____
First Option Year:						
1 October 2012 - 30 September 2013	12	MO			\$ _____	\$ _____
Second Optional Year:						
1 October 2013 - 30 September 2014	12	MO			\$ _____	\$ _____
Third Optional Year:						
1 October 2014 - 30 September 2015	12	MO			\$ _____	\$ _____
Fourth Optional Year:						
1 October 2015 - 30 September 2016	12	MO			\$ _____	\$ _____
Grand Total						\$ _____

PART I - SECTION C

SCOPE OF WORK

1. General Program Description:

- 1.1. It is the intent of this contract to provide a comprehensive Integrated Pest Management (IPM) program for the Vint Hill Campus (Potomac Consolidated TRACON and the Air Traffic Control System Command Center) referred to as "facility" located in Warrenton, Virginia. IPM is a decision-making process for achieving long term pest suppression. In the IPM process, monitoring and the interpretation of data gathered provide estimates of the pest population in a given area. This monitoring allows accurate decisions to be made about when intervention measures are needed, the type of control measure selected, and the method of application. Pest management practices in an IPM program extend beyond the application of pesticides to include structural, procedural, and landscape modifications. These practices establish physical barriers to pests, reduce the food, water, and harborage available to them, and establish landscape plants and designs which require less maintenance. The Contractor shall furnish all labor, materials and equipment to implement the monitoring, trapping, and pesticide application aspects of the IPM program. The Contractor shall also make detailed, site-specific recommendations for structural and procedural modifications to achieve pest suppression. The Contractor shall provide evidence in his/her proposal of sufficient expertise in pest control, and IPM principles and practices to effectively carry out these responsibilities. The Contracting Officer's Representative (COR) will act as the manager of the IPM program, which will include overseeing and monitoring contract performance.
- 1.2. Pests Included and Excluded - The IPM program specified by this contract is intended to suppress the population of rats, mice, cockroaches, ants, silverfish, fleas, flies, spiders, yellow jackets, hornets, bees, crickets, earwigs, sow bugs, wood damaging pests, beetles, clothes moths, fabric and food pests, raccoons, rabbits, skunks, groundhogs, bats, squirrels, cats, dogs, and any other pest or nuisance mammal identified in the initial inspection. Populations of these pests and nuisance mammals which are located outside the buildings listed herein, but within the property boundaries of the buildings, are included.
- 1.3. All buildings and structures on the Potomac Consolidated TRACON and the Air Traffic Control System Command Center facility shall be covered by this contract. Floor plans for most of the buildings are included as Attachment A for use in identifying coverage within these areas.

2. General Program Requirements:

- 2.1. Initial Inspection - A thorough, initial inspection shall be conducted during the first month of this contract by the Contractor's representative and COR. The purpose of this initial inspection is to allow the contractor to evaluate the pest management needs of the property and to discuss these needs with the COR. The following specific points should be addressed:
 - 2.1.1. Identification of problem areas in and around the building.
 - 2.1.2. Identification of structural features or personnel practices that are contributing to pest infestations.
 - 2.1.3. Discussion of the effectiveness of previous control efforts.
 - 2.1.4. Facilitation of Contractor access to all necessary areas.
 - 2.1.5. Informing the Contractor of any restrictions or special safety precautions or other constraints.

2.2. Submission of Plan

2.2.1. Following the initial inspection, the Contractor shall develop a detailed Pest Management Plan and Service Schedule for each property. This written plan and schedule must be submitted to the COR for approval prior to initiation. The plan and schedule must address the following:

2.2.1.1. The structural and operational actions to inhibit pests.

2.2.1.2. The Contractor's means for monitoring pest populations in and around the building.

2.2.1.3. The proposed primary pesticides (accepted common name and generic name) and alternatives approved by the Environmental Protection Agency (EPA).

2.2.1.4. The conditions requiring application.

2.2.1.5. The method(s) of application proposed.

2.2.1.6. The rationale for each type of use.

2.2.1.7. The proposed trapping devices for rodents or nuisance mammals, if any.

2.2.2. Frequency of inspections, monitoring, and treatment by the Contractor shall depend on the specific pest management needs of the premises. At the minimum, inspections and monitoring shall be done monthly.

2.2.3. The Plan and Schedule shall be submitted not more than 10 working days following the initial inspection of the premises. The COR will render a decision regarding the acceptability of the Plan and Schedule within 10 working days following receipt. The Contractor shall be on site to implement the Plan and Schedule within 5 working days following notice of approval of the plan. If the Plan is disapproved, the Contractor shall have 3 working days to submit a revised Plan and Schedule.

2.2.4. Any subsequent changes in the Plan and Schedule must receive the concurrence of the COR. The Contractor shall describe, in the proposal, the capability of meeting emergency and special service requests (e.g., radio-dispatched service, names of office personnel handling the account, availability of trucks and personnel, etc.).

2.3. Monitoring and Inspection - A critical aspect of the Pest Management Plan shall be the establishment of a monitoring and inspection program to identify infested zones and allow an objective assessment of pest population levels. Monitoring and inspection shall be continued throughout the duration of this contract. The Contractor shall describe in the proposal the approach to meet this requirement. Where appropriate, glue traps shall be employed to monitor cockroach populations in selected areas.

2.4. Pesticide Treatment - The Contractor shall not apply any pesticide which has not been specifically approved by the COR. In cooperation with the COR, the Contractor shall develop action thresholds specific to each pest and to site zones.

2.4.1. As a general rule, application of pesticides in any area inside or outside the premises (i.e., in any office, room, closet, hallway, stairwell, road, planting bed, and similar locations) shall not occur unless inspections or monitoring indicate the presence of pests that exceed action thresholds in that specific area. Signs of pest activity must be seen and identified. For instance, a relatively fresh rodent dropping or an active burrow or runway is sufficient to indicate the presence of rodents in an area. Use and effectiveness of alternative non-pesticide pest management methods must be documented in monitoring records prior to requesting the use of pesticides.

- 2.4.2. Preventive pesticide treatments of inside and outside areas where inspections indicate a potential insect or rodent infestation are generally unacceptable. In exceptional circumstances, however, preventive pesticide treatment may be allowed on a case-by-case basis. The Contractor must substantiate the need, indicating areas for preventive treatment in the Pest Management Plan for the building, and listing the preventive treatment methods of application. Each preventive treatment is subject to approval by the COR and can be eliminated by him/her at any time.
- 2.5. Structural Modifications - Structural modifications for pest suppression shall not be the responsibility of the Contractor. However, the Contractor is responsible for notifying the COR about structural modifications necessary to prevent access by pest populations, or for safety reasons.
- 2.6. Record Keeping - The Contractor shall be responsible for maintaining a complete and accurate Pest Management Log Book. Each property specified in this contract shall have its own Log Book which will be kept in the COR's office and maintained on each visit by the Contractor. The Log Book shall contain the following items:
 - 2.6.1. A copy of the Pest Management Plan and Service Schedule for the property.
 - 2.6.2. A copy of the current label and EPA registration number for each pesticide used in the building, including the Material Safety Data Sheet.
 - 2.6.3. Pest monitoring data sheets which record, in a systematic fashion, the number of pests or other indicators of pest population levels revealed by the Contractor's monitoring program for the building, e.g., number and location of cockroaches trapped, number and location of rodents trapped or carcasses removed, number and location of new rat burrows observed, etc. The Contractor shall provide, in the proposal, a sample of the format for the data sheets and an explanation of all information to be recorded on them.
 - 2.6.4. The location of all traps, trapping devices, and bait stations in or around the property. This information can be in either tabular or in list format, and should be accompanied by a map for each pest.
 - 2.6.5. The COR's copies of a Pest Control Work and Inspection Report Form. These forms will be supplied to the Contractor to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. Upon completion of a service visit to the building, the Contractor's representative performing the service shall complete, sign, and date the Form and return it to the COR's office on the same or succeeding day of the performance of the service.
 - 2.6.6. The Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service, and all record keeping information on pesticide application required by the FIFRA statute. These report forms may incorporate some or all of the pest monitoring data required above.
- 2.7. Special Requests and Emergency Service - The regular service shall consist of performing all components of an IPM program other than structural modifications, as described in the Contractor's detailed Plan and Schedule for each property, during the period of the contract. Occasional requests for corrective action, special services beyond the routine requests for emergency service shall be placed with the Contractor. The Contractor shall respond to requests for emergency service on the day of the request. The Contractor shall respond to special service requests within one (1) working day after receipt of request. In the event that such services cannot be completed within their time frames, the Contractor shall immediately notify the COR and indicate an anticipated completion date.

3. **Specific Program Requirements and Restrictions:**

- 3.1. Personnel - The Contractor shall provide only qualified pest management personnel with adequate experience in the conduct of IPM programs. All personnel must understand current practices in this field and be able to make judgments regarding IPM techniques. Training and experience in IPM must be demonstrated.
 - 3.1.1. Any proposed deletions, additions, or replacement of personnel from those cited in the Contractor's original proposal must be submitted, in writing, to the COR and approved prior to their becoming a part of this contract.
 - 3.1.2. The contractor must meet the following specific staff requirements:
 - 3.1.2.1. Entomologist - The Contractor shall have a staff Entomologist, or access to one, available for routine and emergency consultation. Evidence of the following documentation regarding this individual's experience and training shall be provided in the proposal:
 - 3.1.2.1.1. Bachelor's degree in entomology from an accredited University; or a Bachelor's degree in biology, chemistry, or other life science and proof of membership in the American Registry of Professional Entomologists (ARPE).
 - 3.1.2.1.2. Current certification in the appropriate jurisdictions as a Commercial Pesticide Applicator in the category of Industrial, Institutional, Structural, and Health Related Pest Control with a minimum of subcategories to include General Pest Control, Rodent Control, and Turf and Ornamental.
 - 3.1.2.2. Supervisor - A Supervisor and an alternate must be identified in the proposal. The on-site Supervisor shall have the Contractor's authority to act on matters pertaining to the performance of services required under this contract. This individual shall assure safety and carry out coordination and continuity of the program routine. The Supervisor and alternate shall both have a working knowledge of this contract and the detailed Pest Management Plan and Schedule for each building. The Supervisor and alternate must both meet the qualifications identified below under Pest Management Technicians.
 - 3.1.2.3. Pest Management Technicians - The Contractor shall provide, in the proposal, the names of all pest management personnel assigned to this contract, and pertinent information regarding their qualifications, experience, and training. Throughout the life of this contract, all personnel providing on-site management services must be certified in the appropriate jurisdictions as Commercial Pesticide Applicators in the category of Industrial, Institutional, Structural, and Health Related Pest Control. No uncertified personnel will be permitted to work on-site under this contract unless under the supervision of a certified applicator.
 - 3.1.3. Manner and Time to Conduct Services - It shall be the Contractor's responsibility to carry out work according to the detailed Pest Management Plan and Schedule developed for each property. The Contractor's on-site Supervisor shall be responsible for coordination with the COR or representative at the beginning of each visit. The purpose of this coordination is to review the plan and schedule, and to receive information on problem areas needing corrective action.

3.1.3.1. Services which are not likely to adversely effect tenant health or productivity may be performed during the regular hours of operation in the various buildings. Pesticide applications (except bait placement), however, shall not be made during normal work hours of facility staff. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the Contractor's Plan and Schedule, the Contractor shall notify the COR at least 2 days in advance and all arrangements will be coordinated between the COR and the Supervisor. Where service to vacated areas is required, it shall be the Contractor's responsibility to notify the COR at least 2 days in advance of the treatment, provide and post all necessary signs (such as when an area may be reentered—in case of pesticide use, according to the product's label directions) and remove signs when the area is safe for entry. The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. Any restrictions associated with these special areas will be explained by the COR or representative. These restrictions shall be adhered to and incorporated into the Contractor's detailed plan and schedule for the property. All Contractor personnel, working in or on properties designated under this contract, shall wear distinctive uniform clothing. The uniform shall have the Contractor's name easily identifiable, affixed thereon in a permanent or semi-permanent manner. Additional personal protective equipment required for the safe performance of work must be determined and provided by the Contractor. Protective clothing, equipment, and devices shall as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the Contractor must be identified in accordance with State and local regulations.

3.2. Pesticide Products and Use - The Contractor shall be responsible for the proper use of pesticides. All pesticides used by the Contractor must be registered with the EPA and State and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. The Contractor will follow all notification and warning procedures required by the COR prior to the application of a pesticide. The environment and the public shall be protected at all times.

3.2.1. The Contractor shall minimize the use of synthetic organic pesticides wherever possible. Alternatives are:

3.2.1.1. The use of crack and crevice application of pesticide to pest harborage areas rather than fan spraying exposed surfaces in the general vicinity of harborage areas.

3.2.1.2. The use of containerized bait such as boric acid, for cockroaches, rather than sprays, wherever appropriate.

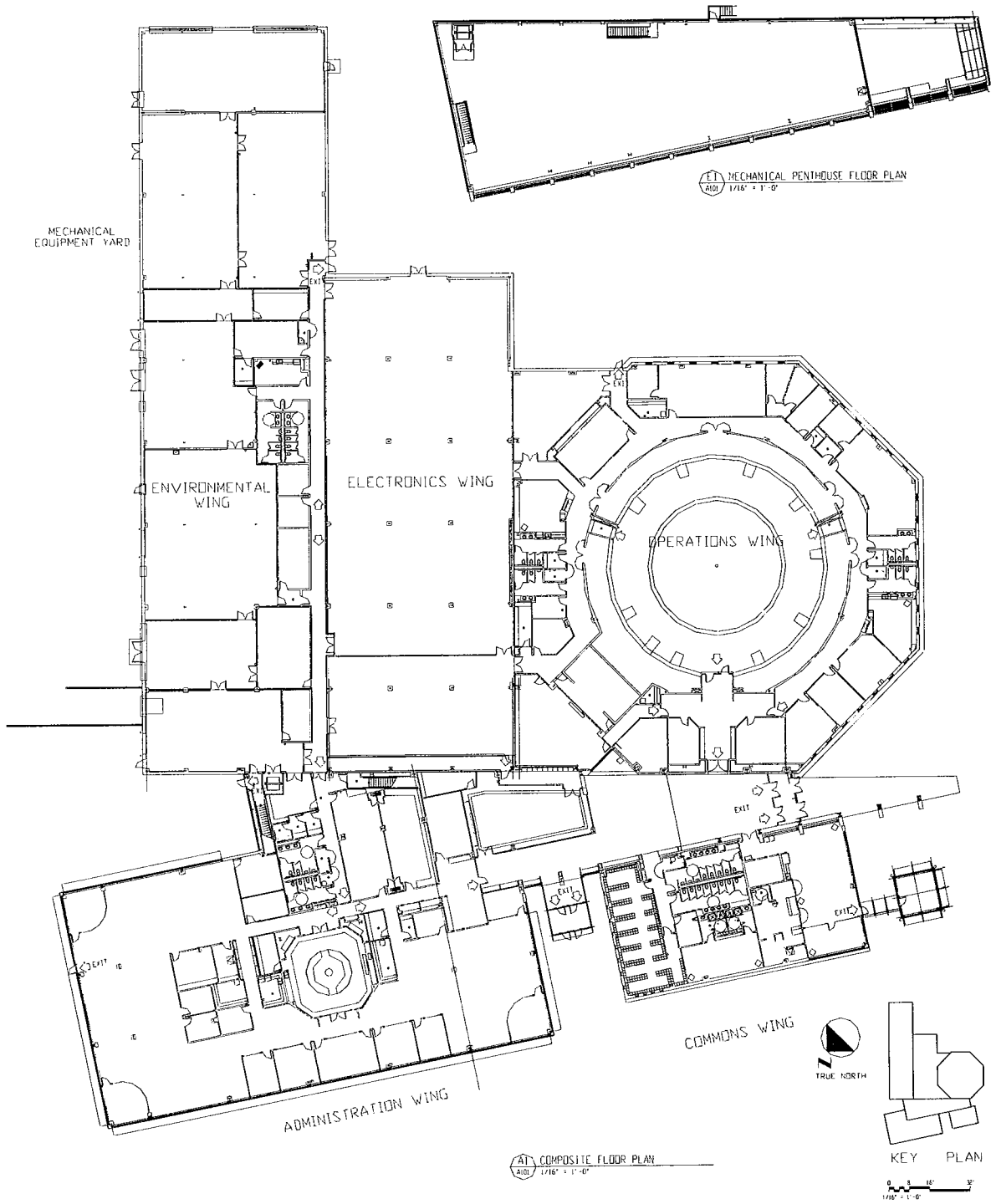
3.2.2. Pesticide fogs and sprays (including mists and ultra-low volume applications) will be restricted to unique situations where no alternative measures are available or practical.

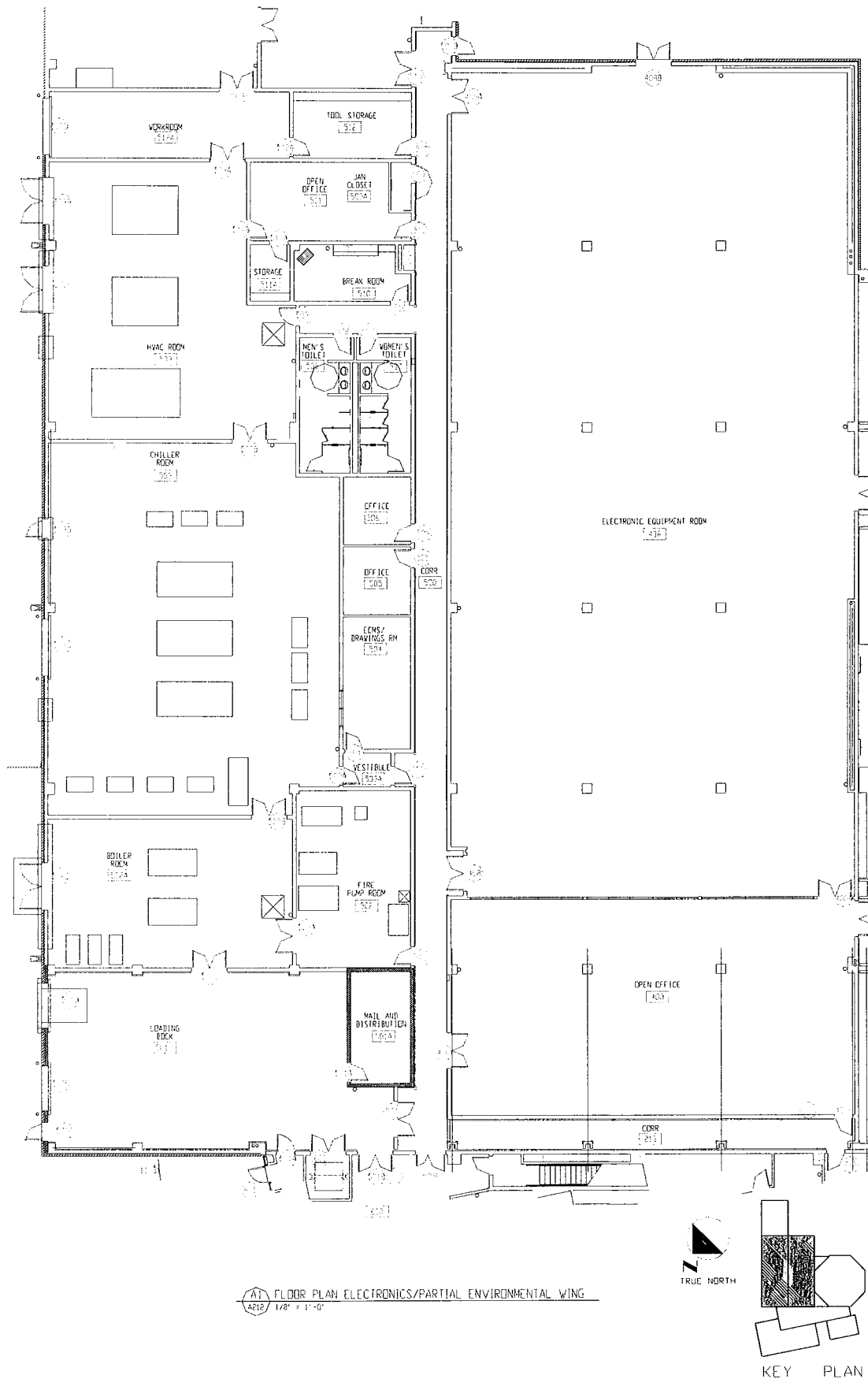
- 3.2.3. In the unusual event that a space spray application is required, and prior to performing a space spray treatment, the Contractor shall submit a written request for approval to the COR at least 2 days prior to the proposed treatment time. The request must identify the target pest, document the need for such treatment, the time (when site is not occupied) and specific place(s) of treatment, the pesticide(s) to be used, the method of application, what precautions should be taken to ensure tenant and employee safety, and the steps to be taken to ensure the containment of the spray to the site of application. No space application of pesticides shall be made without the written approval of the COR. No space application of pesticide shall be made while tenant personnel are present. Products identifiable as fumigants shall be considered inappropriate for use and not be used in any space for any purpose, unless it determined that an emergency exists by the COR.
- 3.3. Rodent and nuisance mammal Control - Snap traps and trapping devices (including glue boards) used in rodent and nuisance mammal control must be checked daily. The Contractor shall dispose of rodents or nuisance mammals killed or trapped within 24 hours. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. Traps shall be placed out of the general view and located so as not to be affected by routine cleaning procedures.
 - 3.3.1. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA approved tamper resistant (often termed "tamper proof") bait boxes. Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be labeled, and dated at the time of installation and each servicing. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The following points shall be strictly adhered to:
 - 3.3.1.1. The lids of all bait boxes must be securely locked or fastened shut.
 - 3.3.1.2. Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box. Bait may be placed inside an active rodent burrow if the burrow entrance (and the bait) is then buried or caved-in to avoid non-target access to the bait.
 - 3.3.1.3. All bait boxes must be securely attached or anchored to the floor, ground, wall, etc., so that the box cannot be picked up or moved.
 - 3.3.1.4. Baits, bait boxes, and stations should only be considered as a last option for use inside buildings or structures.
 - 3.3.2. All traps, trapping devices, and bait boxes shall be accounted for, and their location recorded in the property Log Book; all shall be removed from the premises covered by this contract at its conclusion.
- 3.4. Inspection - Throughout the duration of this contract, the premises covered will be inspected periodically by the COR to determine the effectiveness of the program and Contractor compliance with the contract. Inspection results will be documented in writing. The Contractor shall promptly initiate actions within 5 working days to correct all contract performance deficiencies found by the COR.
 - 3.4.1. It shall be the Contractor's responsibility to furnish an adequate supply of materials necessary to inspect the interior of all rodent and other bait stations. These materials may include wrenches to loosen and tighten fasteners, keys to open locks, or replacement self-locking plastic ties. Implements to cut plastic ties or seals are not included under this provision.

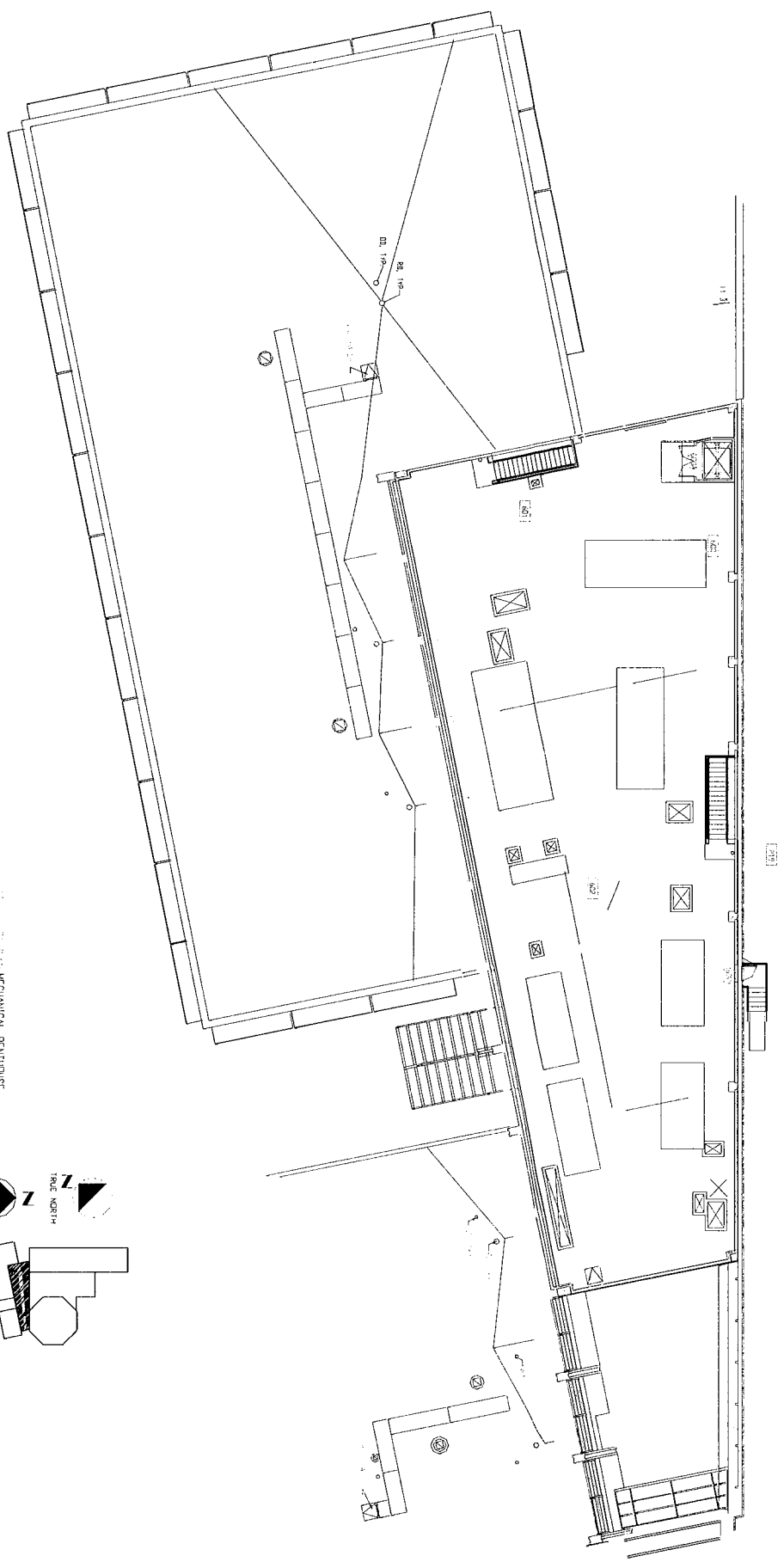
- 3.5. Related Services - The Government reserves the right to negotiate with the Contractor for the purpose of related pest control services not specifically covered herein, such as subterranean and structural management of termites and other wood-boring insects, or bird control, and to add (or delete) properties or parts of properties to the contract.

4. **Bid Submittal:**

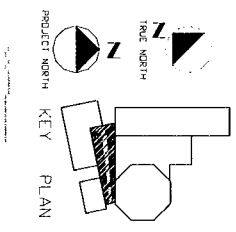
- 4.1. Pre-Bid Building Inspection - All prospective bidders shall conduct a thorough and complete investigation of each property prior to submitting their proposal.
- 4.2. Selection for Award - Bidders should be aware that the Government will perform a "best-buy analysis" and the selection for award shall be made to the bidder whose proposal is most advantageous to the Government, taking into consideration the technical factors listed below and the total proposed cost across all contract periods.
- 4.3. Technical Evaluation Criteria - The technical portion of the proposal will be the most important consideration in making the award; therefore, the proposal should be as complete and as specific as possible. The merits of each proposal will be carefully evaluated in terms of the requirements and in relation to the criteria established below. The evaluation will take into consideration the technical and administrative capabilities of the bidders in relation to the needs of the program and reasonableness of costs shown in relation to the work to be done.

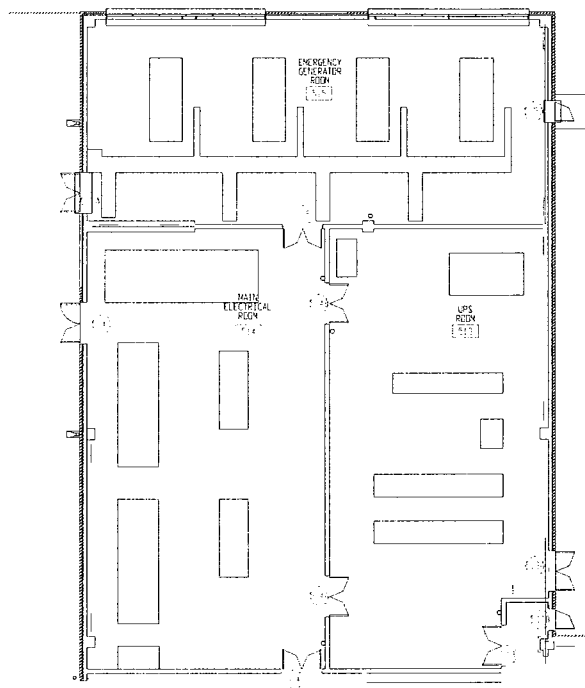






MECHANICAL PENTHOUSE

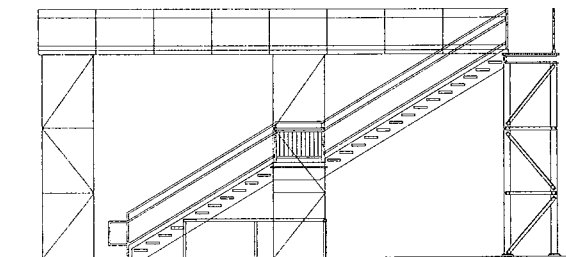




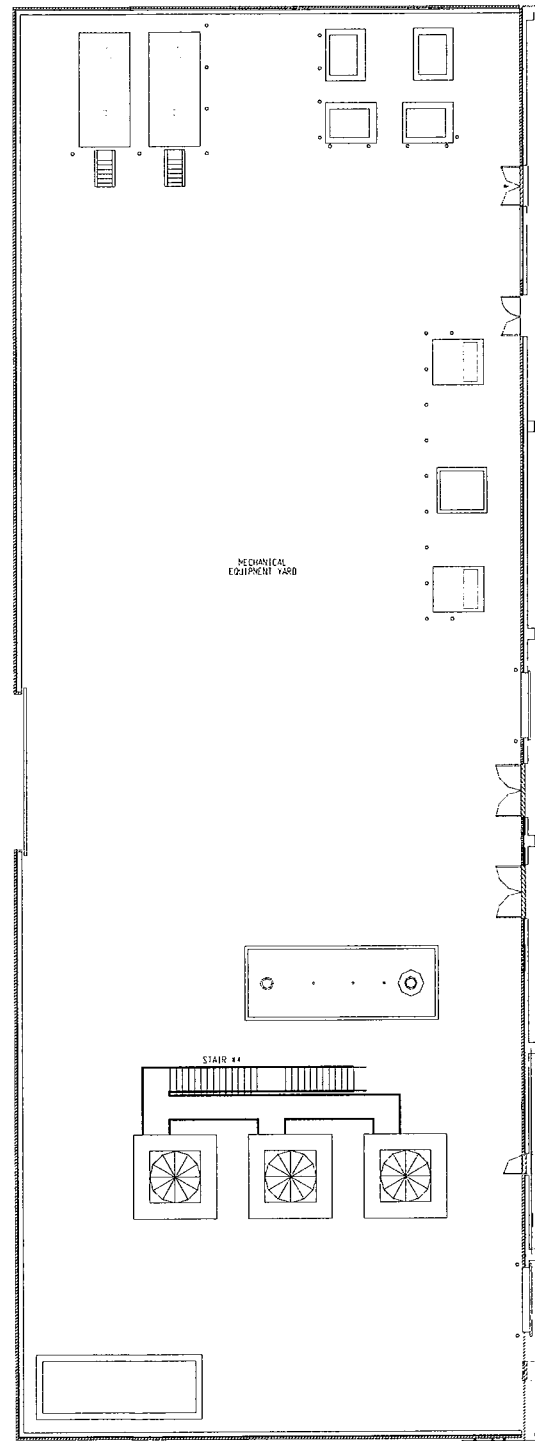
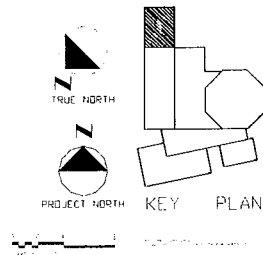
FLOOR PLAN
 A213 1/8" = 1'-0"



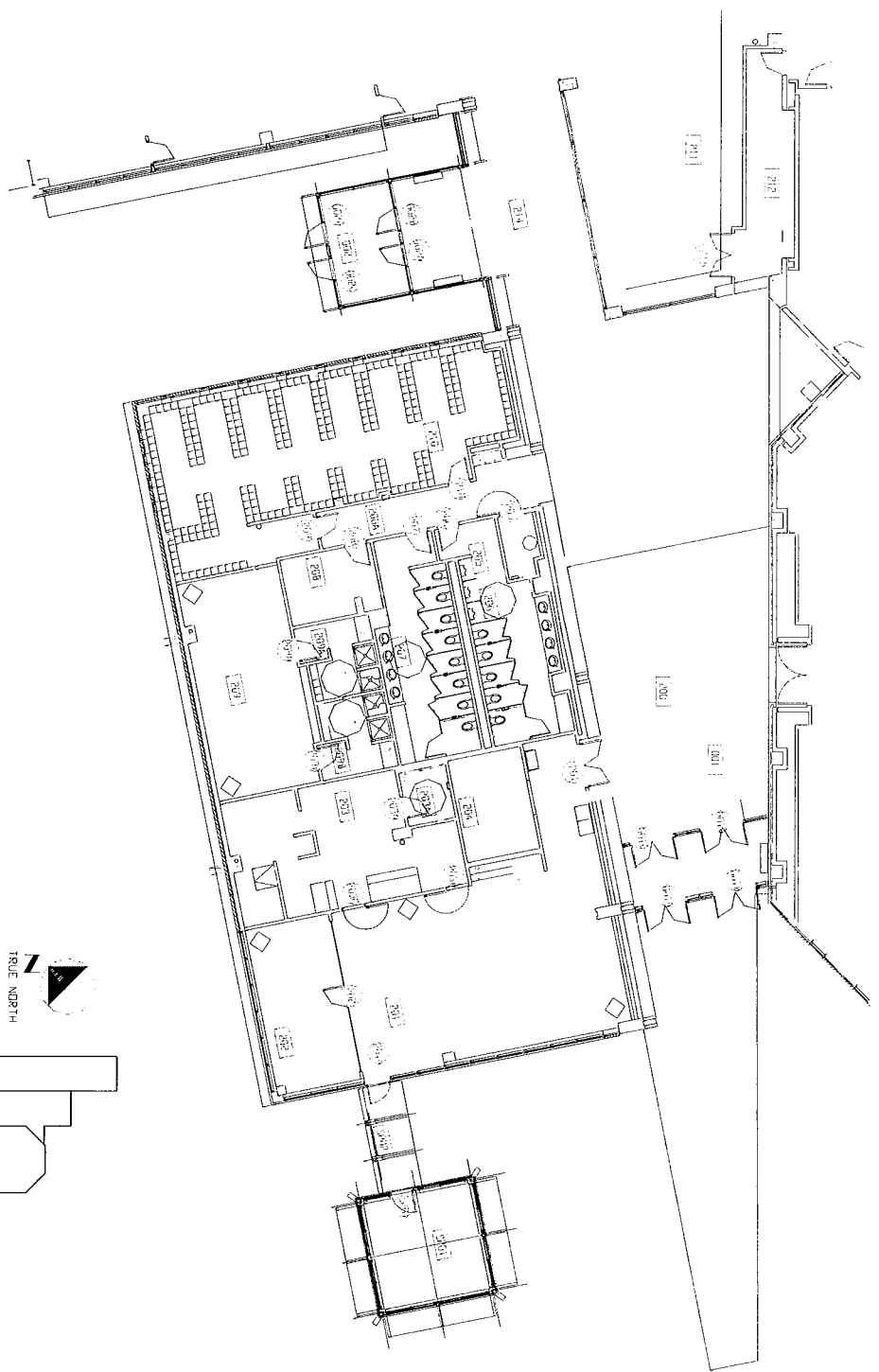
STAIR #4 PLAN
 B1 1/4" = 1'-0"



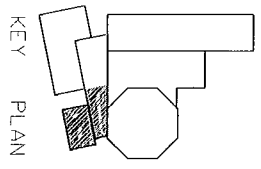
STAIR #4 SECTION
 A1 1/4" = 1'-0"



MECHANICAL EQUIPMENT YARD PLAN
 A3 1/8" = 1'-0"



A1 FLOOR PLAN PARTIAL COMMONS WING
 1/8" = 1'-0"

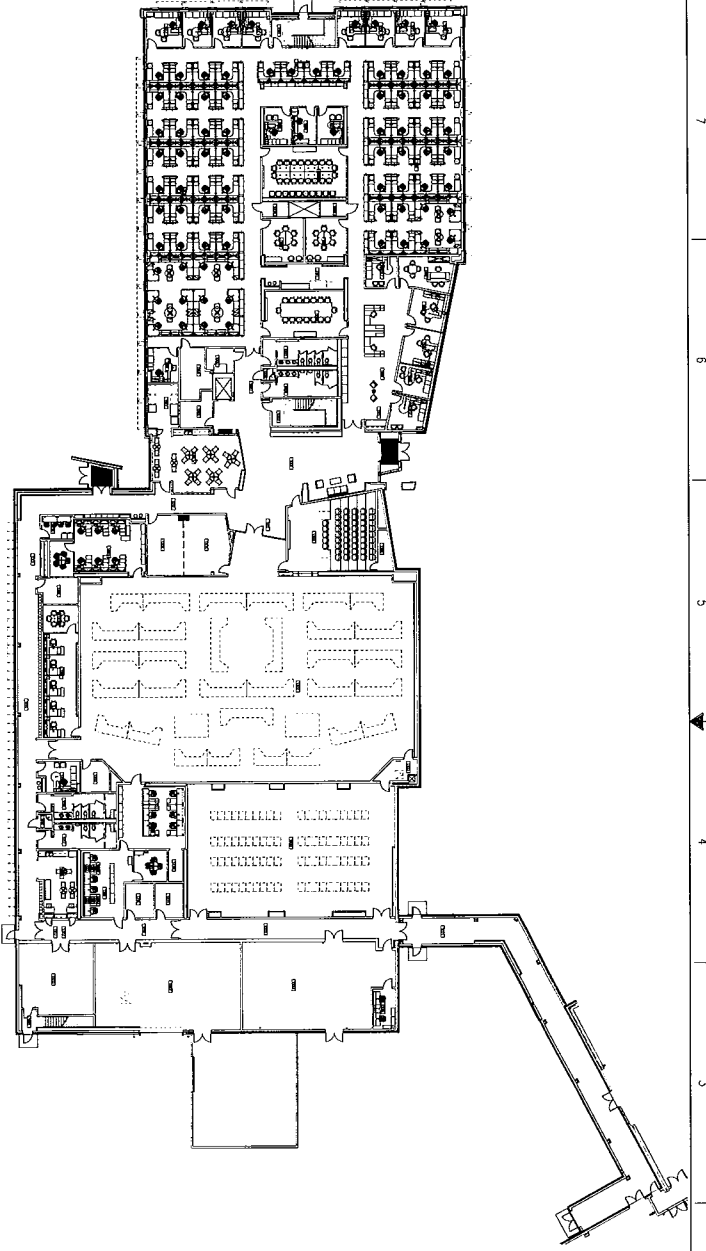


GENERAL SHEET NOTES

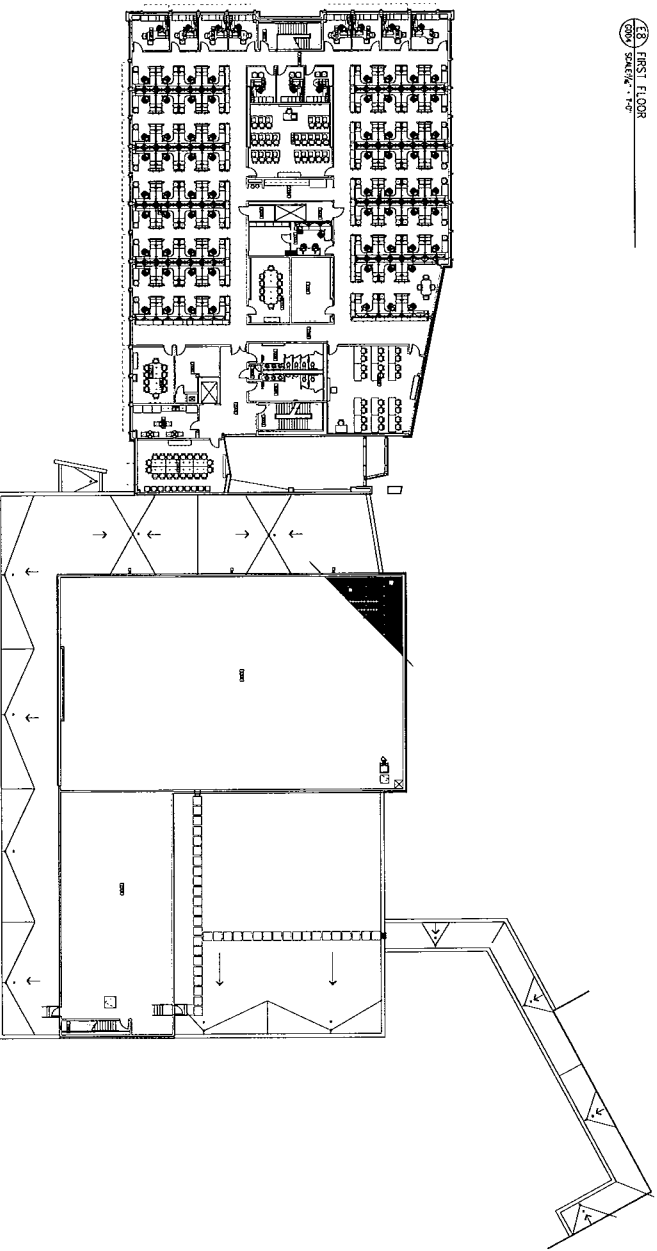
1. REFER TO ARCHITECT'S GENERAL NOTES

GROSS BUILDING AREA

FIRST FLOOR	44,443 SQ
SECOND FLOOR	8,355 SQ
OFFICE BUILDING	9,344 SQ
OFFICE BUILDING	3,843 SQ
ADMIN BUILDING	3,030 SQ
DRIVER CORP	1014
DRIVER CORP	1,500 SQ
CONNECTIVE LINK	1,304 SQ



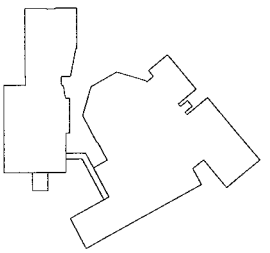
1A FIRST FLOOR
GROSS SCALE: 1/8"



1B SECOND FLOOR
GROSS SCALE: 1/8"



KEY PLAN



FOR OFFICIAL USE ONLY
FEDERAL AVIATION ADMINISTRATION
ATLANTA, GEORGIA

FIRST AND SECOND FLOOR LOCATION PLANS

NO.	REVISION	DATE	BY	APP'D	REASON
1	ISSUED FOR CONSTRUCTION	10/1/83	JACOBSON	JACOBSON	ISSUED FOR CONSTRUCTION
2	REVISION	10/1/83	JACOBSON	JACOBSON	REVISION
3	REVISION	10/1/83	JACOBSON	JACOBSON	REVISION
4	REVISION	10/1/83	JACOBSON	JACOBSON	REVISION
5	REVISION	10/1/83	JACOBSON	JACOBSON	REVISION
6	REVISION	10/1/83	JACOBSON	JACOBSON	REVISION
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9	REVISION	10/1/83	JACOBSON	JACOBSON	REVISION
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PART I - SECTION D
PACKAGING AND MARKING

N/A

PART I - SECTION E**INSPECTION AND ACCEPTANCE****3.1-1 Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.10.4-2 Inspection of Supplies - Fixed Price (November 1997)**
- 3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)**
- 3.10.4-9 Inspection of Facilities (April 1996)**
- 3.10.4-16 Responsibility for Supplies (April 1996)**

PART I - SECTION F**DELIVERIES OR PERFORMANCE****3.1-1 Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-10 Stop-Work Order - Facilities (June 1999)

PART I - SECTION G**CONTRACT ADMINISTRATION DATA****1. NAMES AND ADDRESSES OF THE KEY GOVERNMENT PERSONNEL:**

Contracting Officer: Myrtle Blankenship
 DOT, FEDERAL AVIATION ADMINISTRATION
 AF/DS82GS, Building 3046
 NAS Oceana-VA Capes
 601 Virginia Beach Blvd
 Virginia Beach, Virginia 23460
 (757) 491-7810

Contracting Officer Technical Representative: Charlie Peppers
 3699 MacIntosh Drive
 Warrenton, Virginia 20187
 (540) 349-7417

2. CORRESPONDENCE PROCEDURES:

All correspondence should be addressed to the Contracting Officer.

3. BILLING INSTRUCTIONS:

a. Payment will be made, upon submission of proper invoices, of the amount due under the contract for work performed to the end of the preceding month; provided, that if the work required to be performed under the contract shall have been fully and satisfactorily completed to that date, deductions shall be made as provided herein.

b. At the end of the last month of the contract period, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefore, after the contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the contractor from the operation of the release in stated amounts to be set forth therein. The government's exact contract number must appear on each invoice

c. In the event this contract becomes effective or terminates during the course of a month, the amount to be paid the contractor for the part month shall be determined by pro-rating the amount specified in the contract for a full month on the basis of the number of days involved.

4. AUTHORITIES: No person other than the Contracting Officer is authorized to change any clause or provision of this contract.

PART I - SECTION H**SPECIAL CONTRACT REQUIREMENTS****SCR-1 TIME OF PERFORMANCE**

All work under this contract becomes effective upon notification of award and is to be performed on an as-needed basis. Contractor is not allowed access or to start work on the property of the Potomac Consolidated TRACON without prior authorization by the Contracting Officer's Representative (COTR) or an FAA representative authorized to do so by local management.

SCR-2 EXAMINATION OF SITE

The Contractor shall carefully examine the premises to determine the extent of work and the conditions under which it must be done. Included in this requirement is the field verification of all areas involved prior to ordering material, equipment and manpower required to accomplish the job.

SCR-3 LIABILITY INSURANCE

The Contractor shall procure and maintain at their own expense during the contract period, general public liability insurance providing limits of liability for bodily injury of not less than \$100,000 from any one injury; not less than \$200,000 for injuries resulting from any one accident and property damage liability of not less than \$100,000 for any one accident. Automobile bodily injury and property damage liability of not less than the above values shall be included under this policy.

Each policy shall include the following provisions: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration, in care of the issuing office, **thirty (30) days** in advance of any reduction in or cancellation of this policy." Prior to the effective date of any such cancellation, the Contractor shall take out new insurance to cover the policies so canceled. Companies authorized to do business in the State of Virginia shall underwrite all insurance policies referred to.

Before commencing work, the Contractor shall promptly furnish to the Contracting Officer, written evidence from the insurer that the required insurance is in effect and that it complies with the requirements of this clause. The Contractor shall promptly furnish to the Contracting Officer, within **ten (10) days** from the date the contract is awarded, a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

SCR-4 WORKMEN'S COMPENSATION INSURANCE

This contract shall be void and of no effect unless the Contractor shall secure compensation for the benefit of and keep insured during the life of this contract, such employees as are required to be insured by the Workmen's Compensation Law of the State of Virginia and the Contractor hereby agrees to secure such compensation in the manner prescribed by law. The Contractor shall require the Subcontractors similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in the work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance.

The Contractor will be required to furnish the Government with a certificate indicating procurement of the insurance in the limits stated in the paragraph described above. The proof of insurance shall be furnished within **ten (10) days** from the date the contract is awarded.

SCR-5 PROTECTION OF WORK SITE

The Contractor shall properly protect all adjacent areas and facility equipment from damage. Any damage resulting from Contractor activities will be properly brought to the attention of the Contracting Officer's Technical Representative (COTR). The Contractor will ensure it is promptly repaired and cleaned to the satisfaction of the Contracting Officer, through the COTR, at no additional cost to the Government.

The Contractor shall be responsible for proper care and protection of all materials delivered under this contract until completion and final acceptance.

SCR-6 EXISTING FACILITY OPERATIONS

The Potomac TRACON facility is a **twenty-four (24) hour, seven (7) days per week** operating facility. It will be necessary to coordinate all activity, so as not to interfere with the functions of the Potomac Consolidated TRACON. Work shall be scheduled and planned by the Contractor and coordinated with the COTR, so that normal facility operations may continue with a minimum of disruption or interference. Access to the facility shall be kept open and unobstructed at all times. If any interference with the existing facility operation or access seems to be unavoidable, the Contractor shall advise the COTR before such interference develops. The Contractor shall then proceed as directed by the COTR. If in the opinion of the COTR, the obstruction, or interference could have been foreseen by the Contractor, all steps to avoid the interference or obstruction shall be performed at no additional cost to the Government. Loss of momentum or work stoppage due to activities of FAA Potomac Consolidated TRACON operations shall not be considered as sufficient cause for subsequent allowance to, or claim by the Contractor. The Contractor should examine the premises as to the existing conditions under which they will be obligated to perform the work included in this contract.

SCR-7 SECURITY REQUIREMENTS

The Contractor shall comply with all Federal Aviation Administration security requirements to maintain Potomac Consolidated TRACON security throughout the course of the contract.

1. The Contractor will be responsible for monitoring all personnel requiring access to the work site including, but not limited to, their own contract personnel, subcontractor personnel, equipment installers, mechanics, materials delivery personnel, and authorized visitors to the site, etc.
2. Government photo identification is required of anyone entering the premises of the Potomac Consolidated TRACON.
3. Contractor's personnel may be subject to a security investigation by the FAA. The Contractor shall ensure all their personnel, and subcontract personnel requiring access to work on-site at this government facility, promptly complete all security applications, as required by the FAA Security Office.
4. Contractor's personnel whose duties will require entrance to the property of the Potomac Consolidated TRACON, shall report and sign in at the FAA Security Guard at the security guard building located at the entrance of the Potomac Consolidated TRACON facility. They shall provide a Government photo identification to obtain an FAA badge. The FAA badge shall be worn on upper body and attached to the outer most garment at all times, while on the premises of the Potomac Consolidated TRACON. All contract personnel shall return their FAA badge to the Security Guard when checking out each day at the end of their work schedule.
5. Contractor's personnel and subcontract personnel must be escorted according to FAA security policy and guidance. The Contractor's personnel and subcontract personnel shall not violate any security regulations pertaining to the Potomac Consolidated TRACON. Violators may be removed from the premises with all rights revoked for entrance to the government facility.
6. Current procedures at FAA facilities include the "right to search." If, in the judgment of the FAA Security Guard, a cause to search a vehicle or person exists, such search shall be made.

SCR-8 PERMITS AND LICENSES

At no additional expense to the Government, the Contractor shall be responsible for obtaining and providing copies of all necessary licenses, permits and/or other authorization(s) to the Contracting Officer within **ten (10) calendar days** from receipt of notification of award. Contractor shall comply with all applicable Federal, State and Municipal laws, codes and regulations, in connection with the performance of the work.

SCR-9 AVOID HAZARDS CONDITIONS

During performance of work, all tools, equipment and materials shall be handled to avoid hazardous conditions on the grounds of this government facility. The use of facility trash cans and dumpsters is strictly prohibited for disposal of any debris caused by the Contractor. The Contractor shall properly maneuver snow and snow piles where they do not block access by car or foot to the parking lot, walkways, sidewalks or entrance of the facility.

SCR-10 SAFETY AND LIABILITY

The Contractor shall be responsible for ensuring compliance by all their employees and the Subcontractors' employees to strictly observe all rules and regulations of the Occupational Safety and Health Administration (OSHA), applicable FAA authorities, and other governing jurisdictions, during the performance of this contract.

SCR-11 CLEANUP AND RESTORATION OF SITE

Upon completion of work, the Contractor shall remove from the site all surplus material and equipment belonging to their forces or Subcontractors employed by them and all rubbish and debris resulting from the work. Any area disturbed or items damaged by the work shall be restored or repaired at no additional cost to the Government.

SCR-12 FINAL INSPECTION

Upon completion of work, the COTR will coordinate and schedule a final inspection. All work shall be inspected and accepted according to specification and plans provided under scope of work.

SCR-13 SITE VISIT

Each offeror is urged to visit the site to ascertain the general conditions, which can affect the work or the cost thereof. Failure to do so will not relieve offerors from responsibility for estimating properly the difficulty of or cost to successfully perform the service.

The site may be visited by interested offerors by contacting the following:

Charlie Peppers
Logistics Management Specialist/CO
AJW-E23B, Leesburg Program Support Center
Potomac Consolidated TRACON
540-349-7414 (Office)

PART II - SECTION I**CONTRACT CLAUSES****3.1-1 Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-2 Organizational Conflicts of Interest (August 1997)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (May 2011)**
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**
- 3.2.2.8-1 Material Requirement (April 2009)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 2010)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-13 Limitation of Cost (Facilities) (April 1996)**
- 3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.1-12 Insurance (July 1996)**
- 3.6.2-39 Trafficking in Persons (January 2008)**
- 3.6.3-16 Drug Free Workplace (February 2009)**
- 3.6.4-2 Buy American Act - Supplies (July 2010)**
- 3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)**
- 3.9.1-1 Contract Disputes (September 2009)**
- 3.9.1-2 Protest After Award (August 1997)**
- 3.10.1-7 Bankruptcy (April 1996)**
- 3.10.1-12 Changes - Fixed-Price (April 1996)**
- 3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)**
- 3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)**
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)**
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)**
- 3.13-13 Contractor Policy to Ban Text Messaging While Driving (February 2011)**

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond -----. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond -----, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in

the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

PART III - SECTION J

LIST OF ATTACHMENTS

**Attachment 1 - Wage Determination WD 05-2103 Rev 11, Dated 6/13/2011
(Pages 9)**

Attachment 2 - Delphi Vendor Entry Worksheet (Page 1)

Attachment 3 – Business Declaration (Page 1)

Attachment 4 – W-9 (Pages 4)

Attachment 5 – Past Performance Survey (Pages 4)

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

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<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-10 **Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ .
 (country)

(End of provision)

3.2.2.3-15 **Authorized Negotiators (July 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-70 **Taxpayer Identification (July 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____☐ TIN has been applied for.☐ TIN is not required because:☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;☐ Offeror is an agency or instrumentality of a foreign government;☐ Offeror is an agency or instrumentality of a Federal, state, or local government;☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;☐ Other corporate entity☐ Not a corporate entity☐ Sole proprietorship☐ Partnership☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
- (c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (February 2011)

(a) Definition.

"Person"?

(1) Means?

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

PART IV - SECTION L**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****3.1-1 Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-1 False Statements in Offers (July 2004)

3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)

3.2.2.3-12 Amendments to Screening Information Requests (July 2004)

3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)

3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)

3.2.2.3-17 Preparing Offers (July 2004)

3.2.2.3-18 Prospective Offeror's Requests for Explanations (February 2009)

3.2.2.3-19 Contract Award (July 2004)

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means _____ [CO should insert acceptable means _ fax, e-mail, telegraph, e-commerce, and so on].. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to _____ [CO should insert fax number, e-mail address, other offer information].

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

(1) The Government will award a single contract resulting from this Screening Information Request (SIR) to the responsible offeror whose offer submitted in response to, and conforming with, this SIR is determined to represent the **BEST VALUE TO THE GOVERNMENT** considering price and other factors as listed below. Award shall not be based on price alone.

(2) The Government may:

- (a) determine a contractor to be unacceptable without evaluation of other factors if the contractor demonstrates insufficient past experience performing work similar to this project as described below;
- (b) reject any or all offers if such action is in the public interest;
- (c) accept other than the lowest offer;
- (d) waive informalities and minor irregularities in offers received;
- (e) make award without written or oral discussion with offerors; or
- (f) have discussions with any other offeror, all offerors, or without any discussion.

(3) In addition to price, award will be based on best value to FAA considering the following factors which are listed in relative order of importance:

a. **Past Experience Performing Work Similar to this Project.** Past experience performing similar work includes, but is not limited to: (1) work similar in dollar value; (2) work with a similar degree of complexity.

b. **Past Performance, Business Practices & Customer Satisfaction.**

Past Performance includes, but is not limited to: (1) quality of work; (2) timeliness of completion; (3) effectiveness of management; (4) ability to work effectively with the owner; (5) labor and safety compliance, etc.

Business Practices include, but are not limited to, maintenance of good customer relations and motivation to perform well, cooperation in solving problems, responsiveness to administrative issues, submission of reasonable contract change proposals requesting price increases or proposing credits, timeliness of payments to subcontractors and suppliers, and promptness, completeness, and accuracy of written submissions.

Customer Satisfaction is the degree to which customers have been satisfied with the contractor's overall performance. The government may consider any other verifiable outside information known or learned about the offeror, such as another office's experience with the offeror, or personal knowledge of the offeror's prior performance.

c. **Ability to Meet the Contract Requirements in Terms of Other Commitments and Availability of Resources to Perform the Work.**

d. **Financial Condition.** The offeror's general financial condition will be evaluated.